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Ark. 550, 96 S. W. 155, 7 L. R. A. (N. S.) 485. The first two cases, *Biscoe v. Thweatt*, *supra*, and *McDonald v. Shaw*, *supra*, are cited as authority for the proposition that a church is a public charity, though the former reaches its conclusion by drawing the analogy between a church itself and repairs to churches, which latter was declared to be an object of public charity by the statute of charitable uses, 43 Elizabeth, c. 4; while the later case holds rather that a devise of certain property to a church, as trustee, to be used for educational purposes, is a public charity, than that the church itself is such. The other cases cited, *Grissom v. Hill*, *supra*, and *Fordyce v. Women's Christian Nat. Lib. Assn.*, *supra*, hold that the property of a public charity cannot be sold under a mechanic's lien, or on execution, as the objects of the charity would thereby be defeated. This is the entire basis for the decision in the principal case. Opposed to the authorities supporting the principal case are the decisions of the courts of several states on facts in which the question of the principal case is more directly involved. In the case of *Bruce v. Central Methodist Episcopal Church*, 147 Mich. 230, 110 N. W. 951, the court in a carefully considered opinion discusses the distinction between the liability of a charitable association to a beneficiary of the charity, injured through the acts or neglect of the trustees or their agents in administering such trust, and its liability for injury to one other than a beneficiary. The court holds that the beneficiary, by receiving the benefits of the charity, contracts to waive his right to recover in case he is injured; but that one other than a beneficiary does not so contract, that the law gives him a right of recovery if injured, and this right can not be destroyed merely because it would defeat the will of the settler of the trust. Accordingly, it was held that a church was not exempt from execution; and as executions and mechanic's liens stand on the same footing, neither would it be exempt from the latter. In *Harrisburg Lumber Co. v. Washburn*, 29 Or. 150, 44 Pac. 390, it was held that a church was not exempt either from a sale on execution or under a mechanic's lien. In *Gortemiller v. Rosengarn*, 103 Ind. 414, 2 N. E. 829, and in *Jones v. Trustees*, 30 La. Ann. 711, it was held that a church building was subject to a mechanic's lien, and the question of the church being exempt as a public charity was not even mentioned in the opinions. Likewise, in *Church v. Allison*, 10 Barr. (Pa.) 413, the court held that a church was not exempt from sale under a mechanic's lien, and that had the legislature intended to make such an exemption, it would have done so in express terms at the time that church property was granted exemption from taxation.

MONOPOLIES—RESTRAINT OF TRADE—FEDERAL STATUTE.—Defendants, separate and independent makers of licorice paste used in the manufacture of tobacco, entered into an agreement which provided that there should be no competition in price between them. They also induced certain other competitors in the business to maintain uniform prices with them, arbitrarily fixing and limiting the amount of such licorice paste each should produce and sell. *Held*, that such agreement constituted an unlawful interference with interstate commerce prohibited by act Cong. July 2, 1890, c.

647, 26 Stat. 209 (U. S. Comp. Stat. 1901, p. 3200). *United States Tobacco Co. v. American Tobacco Co. et al.* (1908), — C. C., S. D., N. Y. —, 163 Fed. 701.

The case of *Addyston Pipe & Steel Co. v. United States*, 175 U. S. 211, 20 Sup. Ct. 96, is followed in the decision. The court quotes at length from the opinion in *United States v. Knight Co.*, 156 U. S. 1, 15 Sup. Ct. 249, decided in 1895, four years before the *Addyston Pipe* case, but, without commenting upon that decision, evidently declines to follow it to its logical conclusion, although drawing a slight distinction between the facts of the two cases. In the *Knight* case the court held that an agreement to monopolize the manufacture of sugar was not a contract in restraint of trade within the above statute, upon the theory that the sale of the commodity, although involved in the agreement, was only secondary to the main purpose of the contract. The distinction is difficult to understand on principle, and the holding in the principal case agrees with the expression of the court in the *Addyston* case that such contracts of sale are "a direct and immediate result of the combination," and holds that they are included in the spirit of the enactment. The latter view has the support of a number of courts which have adopted that doctrine as more in accord with public policy. *United States v. Jellico Mountain Coal & Coke Co.* (C. C.), 46 Fed. 432; *Distilling & Cattle Feeding Co. v. People*, 156 Ill. 448; *Bishop v. American Preservers' Co.*, 157 Ill. 284; *Merz Capsule Co. v. United States Capsule Co.* (C. C.), 67 Fed. 414.

MUNICIPAL CORPORATIONS—ASSESSMENT FOR SPRINKLING STREETS—LEVY OF ASSESSMENT ACCORDING TO BENEFITS.—The Common Council of Kalamazoo, being authorized thereto by the city charter, ordered that ninety per cent of the cost of sprinkling a certain street be levied on the abutting property owners, according to benefits received. *Held*, that the benefits resulting to abutting property from sprinkling the streets are not such as to make a special assessment constitutional. (MONTGOMERY, BLAIR and MOORE, JJ., dissenting.) *City of Kalamazoo v. Crawford, City Assessor* (1908), — Mich. —, 117 N. W. 572, 15 Det. Leg. News 669.

The owners of property especially benefited by local improvements may properly be made to bear all or a part of cost of such improvements. The improvement must, however, be one which will enhance the value of the property assessed. COOLEY, TAXATION (3rd Ed.), p. 1153; *Denver v. Knowles*, 17 Colo. 204; *Simpson v. Kansas City*, 46 Kan. 438. As to what improvements will so enhance the value of property the courts differ widely. That pavements, sidewalks and sewers are improvements of this nature seems beyond question. *Alameda Macadamizing Co. v. Williams*, 70 Cal. 534, 12 Pac. 530; *Vane v. City of Evanston*, 150 Ill. 616, 37 N. E. 901; *Smith v. City of Seattle*, 25 Wash. 300, 65 Pac. 612. Experience has shown that improvements of this sort materially increase the market and rental value of abutting property. It is as to improvements of a more evanescent nature that the difficulty arises. Among the chief of these non-permanent improvements is street sprinkling, and on this subject we find two distinct and